

Panaji, 5th December, 2019 (Agrahayana 14,1941)

SERIES II No. 36

OFFICIAL GAZETTE



GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

Note:- There is one Extraordinary issue to the Official Gazette, Series II No. 35 dated 28-11-2019 namely, Extraordinary dated 29-11-2019 from pages 605 to 606 regarding Notifications from Department of Finance.

GOVERNMENT OF GOA

Department of Co-operation

Office of the Registrar of Co-operative Societies

Order

No. 3-1-81/EST/RCS/Part-II/4132

The Government is pleased to transfer the following Group 'B' Gazetted Officers of the Registrar of Co-op. Societies, Department of Co-operation, Panaji as at column 2 below and post them in the offices mentioned in Col. No. 4 against their names, in public interest.

Sr. No.	Name & designation	Present posting	Department to which transferred
1	2	3	4
1.	Shri Avit S. Naik, Assistant Registrar of Co-op. Societies	Asstt. Registrar of Co-op. Societies, Madgum Urban Co-op. Bank Ltd., Camp Court, Margao-Goa	Asstt. Registrar of Co-op. Societies, Headquarters, Panaji with additional charge of Election, North Goa District, Panaji & South Goa District, Margao.
2.	Smt. Pratima J. Braganza, Assistant Registrar of Co-op. Societies	Asstt. Registrar of Co-op. Societies, Arbitration/Execution, North Goa District, Ponda with additional charge Asstt. Registrar of Co-op. Societies, Camp Court, VPK Urban Co-op. Bank Ltd., Ponda-Goa	Asstt. Registrar of Co-op. Societies, Ponda Zone, Ponda.
3.	Shri M. N. Kalangutkar, Assistant Registrar of Co-op. Societies	Asstt. Registrar of Co-op. Societies, Election, North Goa District, Panaji	Asstt. Registrar of Co-op. Societies, Camp Court, Goa Urban Co-op. Bank Ltd., Panaji-Goa.
4.	Shri H. S. Gawde, Assistant Registrar of Co-op. Societies	Asstt. Registrar of Co-op. Societies, Election, South Goa District, Margao with additional charge of Secretary to Goa State Agricultural Marketing Board, Arlem, Goa	Asstt. Registrar of Co-op. Societies, Arbitration/Execution, South Goa District, Margao with additional charge of Secretary to Goa State Agricultural Marketing Board, Arlem, Goa.
5.	Shri P. A. Parab, Assistant Registrar of Co-op. Societies	Asstt. Registrar of Co-op. Societies, Quepem Zone, Quepem with additional charge of Asstt. Registrar of Co-op. Societies, Arbitration/ Execution, South Goa District, Margao	Asstt. Registrar of Co-op. Societies, South Zone, Margao with additional charge of Madgum Urban Co-op. Bank Ltd., Camp Court, Margao- Goa.

1	2	3	4
6.	Shri Rajesh Parwar, Assistant Registrar of Co-op. Societies	Asstt. Registrar of Co-op. Societies, Margao Zone, Margao, Goa	Asstt. Registrar of Co-op. Societies, Arbitration/Execution, North Goa District, Ponda with additional charge Asstt. Registrar of Co-op. Societies, VPK Urban Co-op. Bank Ltd., Camp Court, Ponda-Goa.
7.	Shri P. S. Sawant, Assistant Registrar of Co-op. Societies	Asstt. Registrar of Co-op. Societies, North Zone, Mapusa	Asstt. Registrar of Co-op. Societies, Central Zone, Panaji.
8.	Shri Pankaj Marathe, Assistant Registrar of Co-op. Societies	Asstt. Registrar of Co-op. Societies, Ponda Zone, Ponda	Asstt. Registrar of Co-op. Societies, Bicholim Zone, Sanquelim-Goa with additional charge of Credit- -In-Charge on deputation to Command Area Development Authority, Gogol, Margao.
9.	Shri Suraj S. Ghaisas, Assistant Registrar of Co-op. Societies	Asstt. Registrar of Co-op. Societies, Central Zone, Panaji with additional charge Asstt. Registrar of Co-op. Societies, Goa Urban Co-op. Bank Ltd., Camp Court, Panaji	Asstt. Registrar of Co-op. Societies, Quepem Zone, Quepem-Goa.
10.	Shri Santosh P. Naik, Assistant Registrar of Co-op. Societies	Asstt. Registrar of Co-op. Societies, Bicholim Zone, Sanquelim-Goa with additional charge of CADA, Gogol, Margao	Asstt. Registrar of Co-op. Societies, North Zone, Mapusa-Goa.

This is issued with the approval of the Government and comes into force with immediate effect.

Menino D'Souza, Registrar & ex officio Addl. Secretary (Co-op. Societies).

Panaji, 28th November, 2019.



Department of Education, Art & Culture

Directorate of Art & Culture

Order

No. DAC/GIA/Committees/RBM/2019-20/5378

- Read: 1. Order No. DAC/GIA/Committees/RBM/
/2017-18/1869 dated 30-06-2017.
2. Order No. DAC/GIA/Committees/RBM/
/2017-18/1870 dated 30-06-2017.
3. Order No. DAC/GIA/Committees/RBM/
/2017-18/1871 dated 30-06-2017.
4. Order No. DAC/GIA/Committees/RBM/
/2017-18/1872 dated 30-06-2017.

Whereas vide Orders at Sr. No. 1 and 2 above, the Government had appointed Chairman and Vice Chairman of Ravindra Bhavan, Fatorda, Margao-Goa.

And whereas vide Orders at Sr. No. 3 and 4 above, the Government had constituted General Council and Executive Board of Ravindra Bhavan, Fatorda, Margao-Goa.

And whereas the Government in exercise of its powers as provided under Clause No. 24 of the Constitution of Ravindra Bhavan, Fatorda, Margao-Goa hereby dissolves the General Council of Ravindra Bhavan, Fatorda, Margao-Goa with immediate effect.

And whereas in view of such dissolution of General Council, the Executive Board of Ravindra Bhavan, Fatorda, Margao-Goa also stands dissolved.

And whereas the Government is pleased to appoint Director of Art & Culture as the Administrator of Ravindra Bhavan, Fatorda, Margao-Goa with immediate effect.

By order and in the name of the Governor of Goa.

Gurudas P. Pilarnekar, Director & ex officio Jt. Secretary (Art & Culture).

Panaji, 26th November, 2019.

Directorate of Higher Education

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Certificate

No. ACAD III/SHEC/Filling of Posts/02/2019/7059

Read: ACAD III/SHEC/Filling of Posts/02/2019/6466
dated 29-10-2019.

Certified that the character and antecedents of Shri Vithal Pandurang Shet Tilvi appointed to the post of Professor for Research, Development and Innovation for State Higher Education Council (Group "A" Gazetted) under Directorate of Higher Education vide above referred Order has been verified by the Addl. District Magistrate, Office of the Collector & District Magistrate, South Goa District, Margao-Goa and nothing adverse has come to the notice of the Government.

Prasad G. Volvoikar, Under Secretary (Higher Education).

Porvorim, 25th November, 2019.

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Department of Finance

(Audit)

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Notification

No. 1/18/2003/Fin.(Audit)

The Governor of Goa in consultation with the Comptroller & Auditor General of India, is pleased to entrust in public interest, the audit of accounts of two Zilla Panchayats of Goa (North & South) under Section 20 (1) of the Comptroller and Auditor General's (Duties, Powers and Conditions of Service) Act, 1971, to the Comptroller & Auditor General of India for a further period of 05 (five) years, with effect from 01-04-2019 to 31-03-2024 on the terms and conditions specified in the Annexure appended hereto.

By order and in the name of the Governor of Goa.

Kuldeep U. Arolkar, Under Secretary, Finance (Audit).

Porvorim, 20th November, 2019.

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ANNEXURE

TERMS AND CONDITIONS

1. The CAG of India may suggest the appointment of a primary auditor to conduct the audit on his behalf and on the basis of directions/guidelines issued by him. Where such an auditor is appointed, the fees will be payable by the Institution to that auditor.

Where such an auditor is not appointed, expenditure incurred by CAG of India in connection with the audit will be payable to him by the Institution.

2. In addition to audit to be conducted by the Primary Auditors, where so appointed, CAG of India will have the right to conduct test check of the accounts and to comment on and supplement the report of the Primary Auditor.
3. The CAG of India or any person appointed by him in connection with the audit shall have the same rights, privileges and authority as the CAG has in connection with the audit of Government accounts.
4. The result of audit will be communicated by CAG or any person appointed by him to the Governing body who shall submit a copy of the report alongwith its observations to the Government. The CAG will also forward a copy of the report direct to Government.
5. The audit is entrusted to the CAG in public interest will be for a period of 05 years accounts from 01-04-2019 to 31-3-2024 in the first instance, subject to review of the arrangement after that period.
6. The scope, extent and manner of conducting audit shall be as decided by the CAG of India.
7. The CAG will have the right to report to Parliament/State Legislature the results of audit at his discretion.

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Department of Home

Home—General Division

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Order

No. 15/1/87-HD(G)/Vol.I/3150

- Read: 1) Order No. 15/1/87-HD(G)/Part dated 15-07-2013.
- 2) Order No. 15/1/87-HD(G)/Part dated 27-07-2015.
- 3) Order No. 15/1/87-HD(G)/Part dated 11-07-2017.

On expiry of the term of the present State Managing Committee of Special Fund for Reconstruction and Rehabilitation of Ex-Servicemen, in the State of Goa, the Government of Goa is pleased to re-nominate the present members and re-constitute the Managing Committee of Special Fund as shown below for the period upto 2 years.

Chairman	— Governor of Goa.
Vice-Chairman	— Chief Minister, Government of Goa.
Members	— 1. Chief Secretary, Government of Goa. 2. Flag Officer, Commanding Headquarters, Goa area, Vasco-da-Gama.
Nominees of the Chief of Staff	— 3. Lt. Gen. P. K. Karwal, PVSM, AVSM, SM (Retd.) SF-1, Vision Park, Block-D, Tonca, Miramar, Goa-403 002. 4. R. Adm. Sudarshan Shrikhande, AVSM (Retd.), B-301, Umiye Solilitude, near M.E.S. College, Zuarinagar, Goa-403 716.
Nominees of State Government	— 5. Lt. Gen. B. V. Nair, AVSM (Retd.)-Indian Army. 6. Air CMDE Peter Keith Pinto-Indian Air Force. 7. Representative of Ministry of Defence. 8. Representative of Director General Re-settlement/Kendriya Sainik Board.
Co-opted Members	— 9. Director, Re-settlement South, Pune Zone. 10. Station Commander, Station HQ, Panaji. 11. Collector, North Goa. 12. Collector, South Goa.
Member Secretary	— 13. Secretary, Department of Sainik Welfare.

By order and in the name of the Governor of
Goa.

Nilesh K. Dhaigodkar, Under Secretary (Home).

Porvorim, 25th November, 2019.

Department of Labour

Notification

No. 28/2/2019-LAB/Part-VI/750

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 29-10-2019 in reference No. IT/51/16 is hereby

published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of
Goa.

Kuldeep Ulhas Arolkar, Under Secretary (Labour)
(Link).

Porvorim, 21st November, 2019.

IN THE INDUSTRIAL TRIBUNAL AND LABOUR COURT

GOVERNMENT OF GOA AT PANAJI

**(Before Mr. Vincent D'Silva, Hon'ble Presiding
Officer)**

Ref. No. IT/51/16

Workmen

Rep. by the General Secretary,
Cadila Healthcare
Employees' Union,
Kundaim, Ponda-Goa.
V/s

... Workmen/Party I

M/s Cadila Healthcare Limited,
Plot No. 203 to 213,
Kundaim Industrial Estate,
Kundaim-Goa.

... Employer/Party II

Workmen/Party I represented by Shri Subhash Naik
Jorge.

Employer/Party II represented by Ld. Adv. Shri M.
S. Bandodkar.

AWARD

**(Delivered on this the 29th day of the month
of October of the year 2019)**

By order dated 18-10-2006, bearing No. 28/35/
/2016-LAB/744, the Government of Goa in exercise
of powers conferred by Section 10(1)(d) of the
Industrial Disputes Act, 1947 (for short The Act),
has referred the following dispute to this Tribunal
for adjudication.

"(1) *Whether the demand of the Cadila Healthcare
Employees Union for equal pay for equal
work in Boiler Department as is paid to
Shri Vilas Gaude, Technical Supervisor in
M/s. Cadila Healthcare Limited, Kundaim, is
legal and justified?*

(2) *If not, then what relief the workmen from
Boiler Department are entitled to?"*

2. Upon receipt of the reference, IT/51/16 was
registered. Notices were issued to both the parties
under registered post, upon which both the parties

were served. Party I thereafter filed a Claim statement at Exh. 5 and the Party II filed a Written Statement at Exh. 6.

3. In short, the case of the Party I is that the Party I is a Trade Union of all the workers working in Party II. The Party I represents the grievances of its members before Party II and signs Wage Settlements on behalf of its members improving their wages and service conditions. There is a huge difference of salary between the salary drawn by one Mr. Vilas N. Gawade and the salary or wages drawn by those workers who do identical or similar work in the same Boiler Department of Party II. The Party I therefore addressed a letter dated 26-08-2014 to Party II requesting them to look into the matter and pay equal wages for equal work for all the employees performing the same duties of Boiler Department and are working in the same shift schedule as Boiler Attendants. The Party II replied vide their letter dated 18-11-2014, however did not accept their demands. The Party I addressed a letter dated 02-12-2014 to the Labour Commissioner, Panaji. However, as there was no possibility of any amicable settlement, he recorded a failure of conciliation and sent his report to the Appropriate Government. The action of Party II in continuing to not pay equal wages for equal work is illegal and unjustified and in violation of principles of natural justice. Hence, the reference.

4. In the Written statement, the Party II has claimed that Shri Vilas Gawade is working as Technical Supervisor after his promotion and the work performed by him is different than the work of Boiler Attendant and the salary and other perquisites are different as he is doing different type of work in addition to the work of Boiler Attendant. The reference is not maintainable and bad in law as there is no question of applying the principle of equal pay for equal work for different categories. The said Shri Vilas Gawade has resigned from the Union of which he was a member and willingly accepted the post. The rise of unionized employees is once in three years and is governed through various settlements signed between the Management and the Union and similarly annual appraisals of staff members is governed through a scientifically designed online performance Management system. The Party I is therefore not entitled for any relief.

5. Issues that came to be framed at Exh. 9 are as follows:

- (1) Whether the Party I proves that their demand for equal pay for equal work in Boiler Department as is paid to Shri Vilas Gaude, Technical Supervisor is legal and justified?

- (2) Whether Party I proves that the action of the Party II in not paying equal wages for equal work is in violation of natural justice and Standing Orders?

- (3) Whether Party II proves that the reference is bad-in-law and hence not maintainable?

- (4) What Relief? What Award?

6. In the course of evidence, the Party I examined Shri Prashant Gawade as witness No. 1 and produced on record a copy of letter dated 26-08-2014 sent by Union to Party II at Exh. 11, a copy of letter dated 18-11-2014 issued by Party-II to the Union at Exh. 12, a copy of letter dated 02-12-2014 issued by the Union to ALC, Ponda at Exh. 13, a copy of letter dated 28-09-2015 issued by Party II to ALC, Ponda at Exh. 14, a copy of the letter dated 28-10-2015 issued by Party-II to ALC, Ponda along with enclosures at Exb. 15 colly and a report of failure of conciliation at Exb. 16. The following documents were produced in cross examination namely, a copy of second class boiler attendant certificate of competency of Vilas Gawade dated 28-02-1986 at Exb. 17, copy of second class boiler attendant certificate of competency of Pramod Dhargalkar dated 14-02-1995 at Exb. 18, a copy of appointment letter of Vilas Gawade dated 24-01-1998 at Exb. 19, a copy of first class boiler attendant certificate of competency of Vilas Gawade dated 09-06-1999 at Exb. 20, a copy of first class boiler attendant certificate of Competency of Pramod Dhargalkar dated 09-06-1999 at Exb. 21, copy of appointment letter of Pramod Dhargalkar dated 06-10-1999 at Exb. 22, copy of first class boiler attendant certificate of competency of Anand Sawaikar dated 18-03-2005 at Exb. 23, copy of job description signed and accepted by Vilas Gawade dated 22-03-2006 at Exb. 24, copy of job description signed and accepted by Pramod Dhargalkar dated 23-03-2006 at Exb. 25.

7. The Party II also produced through witness of the Party I a copy of appointment letter of Anand Sawaikar dated 06-06-2006 at Exb. 26, copy of promotion letter of Vilas Gawade dated 04-10-2010 along with enclosures at Exb. 27 Colly, copy of letter of resignation addressed to the Union by Vilas Gawade dated 05-10-2010 at Exb. 28, copy of job description signed and accepted by Vilas Gawade dated 09-10-2010 at Exb. 29, copy of appointment letter of Sudaiv Fadte dated 01-09-2012 at Exb. 30, copy of job description signed and accepted by Sudaiv Fadte dated 09-10-2010 at Exb. 31, copy of consent for acceptance of the Union settlement by Pramod Dhargalkar dated 13-08-2013 at Exb. 32, copy of consent for acceptance of the

Union settlement by Anand Sawaikar dated 14-08-2013 at Exb. 33, copy of performance appraisal letter of Vilas Gawade dated 16-04-2014 at Exb. 34, copy of letter addressed by the Union to the Management asking for equal pay for equal work dated 26-08-2014 at Exb. 35, a copy of management letter dated 18-11-2014 to the Union at Exb. 36, copy of letter dated 02-12-2014 addressed by the Union to the Asst. Labour Commissioner at Exb. 37, copy of letter by ALC, Ponda dated 15-09-2015 at Exb. 38, copy of reply by the Management dated 28-09-2015 at Exb. 39, copy of reply by Management dated 28-10-2015 to the ALC along with enclosures at Exb. 40 Colly, copy of letter by Union addressed to the ALC dated 04-12-2015 at Exb. 41, copy minutes of the conciliation proceedings dated 07-12-2015 at Exb. 42, copy of letter dated 18-04-2016 from ALC, Ponda at Exb. 43, copy of letter dated 11-05-2016 from ALC, Ponda at Exb. 44, copy of minutes of meeting of the conciliation proceedings dated 18-05-2016 at Exb. 45, copy of report of failure of conciliation proceedings dated 25-05-2016 at Exb. 46, copy of letter of consent for acceptance of the Union settlement by Anand Sawaikar dated 14-10-2016 at Exb. 47, copy of letter of consent for acceptance of the Union settlement by Pramod Dhargalkar dated 15-10-2016 at Exb. 48, copy of letter of consent for acceptance of the Union settlement by Sudaiv dated 14-10-2016 at Exb. 49. The Party I also examined Shri Anand Sawaikar. On the other hand, the Party II examined Mr. Rajesh Nandedkar as their witness.

8. Heard arguments.

9. I have gone through the records of the case and have duly considered the arguments advanced. My answers to the above issues are as follows:

Issue No. 1	...	In the Negative.
Issue No. 2	...	In the Negative.
Issue No. 3	...	In the Negative.
Issue No. 4	...	As per final order.

REASONS

Issue No. 1 and 2:

10. Learned representative of Party I, Shri Subhash Naik Jorge has submitted that Party II is paying different salary to different employees for the same work. He further submitted that the duties performed by Vilas Gawade and other Utility Mechanics in Boiler Department are the same and all of them are required to work in shifts. Said Vilas Gawade was issued a letter purportedly to fill a vacancy in staff cadre for the post of Technical Supervisor in Engineering Department and his nomenclature was changed

from Utility Mechanic to Technical Supervisor for administrative convenience and his salary was considerably increased and his basic pay revised, however he continued to perform same duties as performed by other workers in Boiler Department which was performed by him earlier. There is not a whisper of any change of additional work allotted to Mr. Vilas Gawade; however, he was paid additional remuneration, although the other workers are also doing equal work. He further submitted that the action of Party II in not paying equal wages for equal work is totally illegal and unjustified and in total violation of natural justice and Standing Orders governing the service conditions of the employees and in support thereof, he relied upon the case of **State of Punjab v/s Jagjit Singh and Others passed in Civil Appeal No. 213/2013 and Others dated 26-10-2016.**

11. Per contra, Ld. Advocate Shri M. S. Bhandodkar for Party II has submitted that Shri Vilas Gawade was a senior most employee in service and based on the criteria of total years of experience and seniority of service, he was promoted to the post of Technical Supervisor effective from 2010 and consequently he resigned from the Union of which he was a member and willingly accepted the post. There is a difference between salary of Mr. Vilas Gawade and three other utility mechanics working in Boiler Department, however, the same is due to the total years of experience, seniority, category of employment and the nature of duties performed by the employees. The duties performed by Mr. Vilas Gawade and other three utility mechanics are not the same as the said mechanics are performing the duties of Boiler Attendants, while Mr. Vilas Gawade is performing the duties of Technical Supervisor in addition to his duty as Boiler Attendant and therefore, there is no question of paying same salary to the Boiler Attendants. The contention of Party I of equal pay for equal work is also superfluous and not applicable to the case at hand as the nature of work performed by the Boiler Attendants and the Technical Supervisor is different, both in respect of skills and responsibilities and in support thereof, he relied upon the cases of **(1) New Delhi Municipal Corporation vs. NDMC General Mazdoor Union & Anr., 2012 LLR 1020 and (2) Union of India and others vs. Hiranmoy Sen and Others, 2008 (3) LLN 474.**

12. In fine, the substratum of controversy is whether the principle of equal pay for equal work is applicable to Party I workmen and whether the nature of work performed by the Boiler Attendants is same as the nature of work performed by the Technical Supervisor, Shri Vilas Gawade, in respect of skill and responsibility.

13. The Party I has examined Shri Prashant Gawade, General Secretary of Cadila Healthcare Employees Union. He has claimed that there is a huge difference between the salary drawn by Mr. Vilas N. Gawade and salary drawn by others doing identical or similar work in the same Boiler Department and as they were aggrieved, they wrote a letter to Party II requesting it to pay equal wages for equal work as far as Boiler Attendants are concerned and that the wages paid to Vilas Gawade who works in Boiler Department should be paid to others doing the same type of work. In the cross-examination, he admitted that the designation of Mr. Vilas Gawade mentioned in the Order of Reference is 'Technical Supervisor' and that he was aware that he was issued a letter of promotion by Party II as Technical Supervisor-Engineering. He admitted that his designation is Operator and the other two workmen who are compared with Vilas Gawade are Boiler Attendants. He also claimed that his Department is different from Boiler Department and does not know what work the workmen in Boiler Department are doing. He also admitted that it depends on the Company to promote a Boiler Attendant and what type of work is to be allotted to him and that after the promotion, the salary of Vilas Gawade was increased. He also admitted that when Vilas Gawade was promoted, he gave resignation and that he is no more member of their Union. He also admitted that Vilas Gawade is the senior most person in the category of Boiler Attendants and that he was promoted as Technical Supervisor on 4-10-2010 and the other workmen in the boiler category were not promoted.

14. Shri Prashant Gawade also admitted that responsibility as Technical Supervisor of Vilas Gawade was changed after promotion. However, he claimed that he was practically doing the same work as of other three boiler attendants. He also admitted that the salary of Vilas Gawade was increased after promotion and after resignation from the Union, Vilas Gawade was also not getting benefits of the settlements signed with the Union. He also admitted that they accepted the resignation of Mr. Vilas Gawade and that he is getting benefits as per the management scale after promotion, so also that the Management entered into two settlements with the Union after the resignation of Vilas Gawade and no benefits of the said settlements were extended to him because he had gone to supervisory/management category. He also admitted that he was present at the time of raising the dispute during the conciliation proceedings and on proceeding held on 7-12-2015

the Union representative namely Vithal Dessai and Sarvesh Abhisekhi agreed that the principle of equal work, equal pay is not applicable to the subject matter of the dispute raised by the Union and after agreeing they signed the papers. He also admitted that after promotion of Vilas Gawade the Union did not raise the dispute of equal pay for equal work as according to him the Company assured them that they will take substitute Boiler Attendants and as they did not take, they raised the dispute. The admission of Prashant Gawade clearly indicate that the principle of equal wages for equal work is not applicable and is unjustified.

15. The Party II also examined Anand M. Sawaikar who was employed as Boiler Attendant/Utility Mechanic with Party II. He claimed that his duty is to monitor boilers in the factory and that there are four Boiler Attendants including Vilas Gawade and that Vilas Gawade was Boiler Attendant till September, 2010 on which day he was promoted as a Technical Supervisor on a higher pay, although there was no change in duties performed by him and that he continues to perform duties of Boiler Attendant till today in shifts. He claimed that the Boiler Attendant gets around Rs. 30,000/- per month while Vilas Gawade who performs same duties gets around Rs. 60,000/- per month which is not legally correct and on the principle of 'equal pay for equal work' all Boiler Attendants should be paid around Rs. 60,000/- per month as paid to Shri Vilas Gawade. In the cross examination, he admitted that Mr. Vilas Gawade was appointed prior to him on 19-02-1998 and that he was appointed on 12-06-2006 and that Vilas Gawade received First Class Boiler Attendant Certificate on 09-06-1999 and other Boiler Attendants and Utility Mechanics received certificates subsequently. He also admitted that Vilas Gawade was promoted as Technical Supervisor on 04-10-2010 and he resigned from the Union on 05-10-2010 and all other Boiler Attendants are still in the Union and that they are receiving the benefits as per the two settlements entered with the Union. He also admitted that Vilas Gawade after resigning from the Union became the management staff but feigned ignorance as to whether after promotion of Vilas Gawade, the job description was changed or not and whether he was given designation of Technical Supervisor and that he became a senior executive. He also admitted that they have not written any letter objecting appointment of Vilas Gawade as Technical Supervisor in 2010. He again feigned ignorance as to whether there was any Performance Appraisal of Vilas Gawade on 16-04-2014 and that Vilas

Gawade was receiving higher pay because of better performance as per job description. He denied the suggestion that Mr. Vilas Gawade is still not working as Boiler Attendant.

16. The Management also examined Shri Rajesh Nandedkar, Dy. General Manager. He claimed that Vilas Gawade joined prior to other Boiler Attendants and was promoted earlier than other Attendants and that he resigned from membership of the Union voluntarily and joined as management staff and is performing service as Technical Supervisor of administrative in nature which is different category than Boiler Attendant and having regard to the category and performance, the work of Vilas Gawade cannot be compared with other Boiler Attendants. In the cross-examination, he admitted that there are eight Boiler Attendants/Operators in the Factory having two Boiler Departments namely Agiolax and Formulation and in each Boiler Department, three Boiler attendants are required and one Boiler Attendant is for shift rotation and one Reliever. He admitted that Vilas Gawade works in Agiolex Plant and that his salary is higher than the salary of other Boiler Attendants because of seniority and category of employment after his promotion in October, 2010 in the post of Technical Supervisor in Engineering Department.

17. The evidence adduced on record along with the documents produced from Exb. 17 to 49 through witness of Party I, Shri Prashant Gawade clearly indicate that Mr. Vilas Gawade was the senior most employee in the category of Boiler Attendants who was promoted as Technical Supervisor and his responsibility as Technical Supervisor was changed after promotion and consequently his salary was also increased. It is also admitted fact that Mr. Vilas Gawade resigned from the membership of the Union and after resignation he was not getting benefits of the two settlements signed with the Union and that he was getting benefits as per the management scales after the promotion. There is also no dispute that the designation and responsibility of Vilas Gawade were also altered after his promotion as Technical Supervisor, unlike other Boiler Attendants. Shri Prashant Gawade has admitted that Vilas Gawade was a senior most person in the category of Boiler Attendants. Shri Anand Sawaikar has also admitted that Vilas Gawade received First Class Boiler Attendant Certificate prior to them and that after resigning from the Union, he became management staff. The documents including the Appraisal Form of Vilas Gawade at Exb. 34 clearly show that he was performing the duties as per the job description

given by the Company to him and that he is receiving higher pay because of better performance as per job description.

18. Shri Prashant Gawade has also admitted that it depends on the Company to promote a Boiler Attendant and what type of work is to be allotted to him. The Party I has not raised any grievance as regard promotion to Shri Vilas Gawade. There is also no dispute that Vilas Gawade has resigned from the Union and is being paid for the work performed by him as Technical Supervisor in management category. There is no evidence on record that Vilas Gawade is performing only the duties of Boiler Attendant, on the contrary, the duties and responsibilities of Vilas Gawade as Technical Supervisor is different from duties and responsibilities of Boiler Attendants and belongs to a different category and when the nature of work performed by Vilas Gawade and the Boiler Attendant is different both in respect of skill and responsibilities, the demand of equal pay for equal work is not sustainable as laid down in the cases of **New Delhi Municipal Corporation and Union of India and others**, supra and therefore, the contention of Shri Subhash Naik Jorge as stated above, is superfluous and untenable in law. The Party I has failed to prove that their demand for 'equal pay for equal work' in Boiler Department as is paid to Shri Vilas Gawade, Technical Supervisor is illegal and unjustified and that the action of Party II in not paying equal pay for equal work is in violation of natural justice and Standing Order. Hence, the above issues have to be answered in the negative.

Issue No. 3:

19. It is claimed by Party II in the Written Statement that the reference is bad in law and therefore not maintainable. The Party II has examined Shri Rajesh Nandedkar, Dy. General Manager. He has also stated in para 11 that the reference is not maintainable and bad in law, however, he has not specified under which provision of Industrial Dispute Act the said reference is bad in law or not maintainable. There is therefore no evidence on record regarding non-maintainability of the reference and the hence, the above issue is answered in the negative.

Issue No. 4:

20. The Party-I having failed to prove that the demand for 'equal pay for equal work' for the Boiler Attendants working in Boiler Department is sustainable as paid to Shri Vilas Gawade, the Technical Supervisor in law as well as in facts, no relief as claimed by it can be granted. Hence, the above issue is also answered in the negative.

21. In the result, I pass the following:

ORDER

- (i) It is hereby held that the demand of Cadila Healthcare Employees Union for equal pay for equal work in Boiler Department as is paid to Shri Vilas Gawade, Technical Supervisor in M/s Cadila Healthcare Limited at Kundaim, is illegal and unjustified.
- (ii) The Party I/Workmen are therefore not entitled to any reliefs.
- (iii) No order as to costs.
- (iv) Inform the Government accordingly.

Sd/-
(Vincent D'Silva)
Presiding Officer,
Industrial Tribunal and
Labour Court.

Notification

No. 28/2/2019-LAB/Part-VI/751

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 29-10-2019 in Appln No. 2/2018 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Kuldeep Ulhas Arolkar, Under Secretary (Labour)
(Link).

Porvorim, 21st November, 2019.

**IN THE INDUSTRIAL TRIBUNAL AND
LABOUR COURT**

GOVERNMENT OF GOA AT PANAJI

**(Before Mr. Vincent D'Silva, Hon'ble Presiding
Officer)**

Appln No. 2/2018

Shri Pravinsingh Arjun
Shedgaonkar,
H. No. 1615/2,
Satyabhamakrishna,
Malim,
Betim, Goa-403 101.

... Applicant

V/s
The Managing Director,
M/s. Goldy Auto Stamping (I)
Pvt. Ltd.,
S-21, Verna Electronic City,
Verna, Salcete, Goa-403 722.

... Respondent

Applicant represented by Ld. Adv. Shri Arjun K. Shedgaonkar.

Respondent represented by Ld. Adv. Shri M. S. Bandodkar.

AWARD

**(Delivered on this the 25th day of the month
of October of the year 2019)**

This is an application filed by the Applicant under Section 2A(2) of the Industrial Disputes Act, 1947 (for short The Act).

2. Briefly stated, the case of the Applicant is as follows:

That the Respondent is a company having its office at Verna Electronic City. The Applicant was appointed as Process Engineer on 1-7-2013 and deemed to have been permanent after completion of probation period of six months, on the package of Rs. 3,50,000/-. The Applicant was paid salary of Rs. 26,442/-, in place of Rs. 31,250/- upto October, 2015 and that was the reason behind the dispute and discharge/dismissal. The Applicant claimed the difference, as a result of which the management discharged/dismissed him. The Applicant issued a letter dated 1-12-2015 stating that the company wanted him to work in shifts to meet the production target and that his unwillingness to work in shifts is hampering the production growth and that his services are no longer required by the company. The Applicant carried out the shifts as per the instructions of the management. The letter dated 1-12-2015 is ab initio void. The Applicant moved an application before the Dy. Labour Commissioner, South however, it deliberately avoided any action and was transferred. The matter before the Dy. Labour Commissioner was pending for more than 27 months before he was allowed to move before Labour Court. The subsistence allowance was not paid as per the Act. The Applicant is entitled for subsistence allowance and other reliefs. Hence, the application.

3. The Respondent filed a written statement inter-alia contending that the Applicant was appointed as Process Engineer on 1-7-2013 and that he was doing supervisory, managerial and administrative duties and his salary/wages was more than Rs. 10,000/- and therefore he is not a 'workman' within the meaning of Section 2(s) of the Industrial Disputes Act. The Applicant refused to report for work after he was called by the Respondent by letter dated 8-3-2018. The Applicant also offered employment before Dy. Labour Commissioner. The Applicant had not made out any case and therefore it may be dismissed.

4. Issues framed at Exhibit 10 are as follows:

REASONS

- (1) Whether the Applicant proves that he is a 'Workman' as envisaged under the Industrial Disputes Act?
- (2) Whether the Applicant proves that the action of Party II in discharge/dismissal from services w.e.f. 1-12-2015 is illegal and unjustified?
- (3) Whether the Party II proves that the application under Section 2-A(2) is not maintainable?
- (4) What Relief? What Award?

5. In the course of evidence, the Applicant examined himself as witness and produced on record a copy of appointment letter dated 1-7-2013 at Exh. 13, a copy of letter of discharge at Exh. 14, a copy of complaint dated 15-12-2015 before Dy. Lab. Commissioner, Margao at Exh. 51, a copy of letter dated 15-12-2015 from Respondent at Exh. 16, a copy of leave application dated 7-1-2016 to file additional documents at Exh. 17, a copy of reply dated 3-1-2017 by Respondent at Exh. 18, a copy of reply to written statement dated 20-12-2017 at Exh. 19 and a copy of application for subsistence allowance at Exh. 20, a copy of letter of first notice dated 22-12-2015 by Dy. Labour Commissioner at Exh. 21, copies of letters dated 12-4-2018 and 8-6-2018 issued by Dy. Labour Commissioner at Exh. 22 colly, a copy of letter dated 8-3-2018 by Respondent at Exh. 23 and a copy of letter dated 5-6-2018 by Respondent at Exh. 24. In cross examination, the Respondent produced through this witness a copy of proposed clauses of settlement at Exh. 25, a copy of job card at Exh. 26, a copy of letter dated 28-8-2018 issued by Respondent at Exh. 27, a copy of letter dated 15-12-2015 issued by Respondent at Exh. 28. On the other hand, the Respondent examined Shri Jayesh Mohan Raikar as witness.

6. Heard arguments.

7. I have gone through the records of the case and have duly considered the submissions made by the Learned Advocates for Parties. I am reproducing herewith the issues along with their findings and reasons thereof.

Issue No. 1	...	In the Negative.
Issue No. 2	...	In the Negative.
Issue No. 3	...	In the Negative.
Issue No. 4	...	As per Final order.

Issue No. 1:

8. Learned Advocate Shri A. K. Shedgaonkar for the Applicant has submitted that the Applicant is a 'workman' in terms of Section 2(s) of the Industrial Disputes Act, 1947. He submitted that as per appointment letter dated 1-7-2013, he was appointed as a Process Engineer on probation for six months from the date of joining and was reporting to Mr. Shailesh Advilkar, however on completion of six months, he was deemed to have been considered as permanent workman in terms of law and therefore the Applicant has proved the issue No. 1 in his favour. As against that, Ld. Adv. Shri M. S. Bandodkar for the Respondent has submitted that the Applicant was appointed as a Process Engineer by the Respondent and was performing supervisory, administrative and managerial duties. There are absolutely no pleadings or evidence in support of issue No. 1 that he is a workman under Section 2(s) of the Act. He further submitted that the Applicant was a trained qualified engineer and he was doing supervisory, managerial and administrative duties and his salary/wages was more than Rs. 10,000/- and therefore he is not a 'workman' within the meaning of Section 2(s) of the Industrial Disputes Act and hence the case should fail on the above count alone.

9. Needless to mention, the onus lies upon the workman to prove that he satisfies the essential ingredients of being a 'workman' within the meaning of Section 2(s) of the Industrial Disputes Act. In the case of **H.R. Adyanthaya & Ors. vs. Sandoz (India) Ltd., 1994 II CLR 552**, the Constitution Bench of the Apex Court has held that a person to be a workman under the said Act must be employed to do the work of any categories, viz. manual, unskilled, skilled, technical, operational, clerical, or supervisory. In the case of **Union Carbide (India) Ltd. vs. D. Samuel & Others, 1998 (80) FLR 684**, the Hon'ble High Court of Bombay after taking a survey of various decisions has found that some of the tests laid down are (i) whether the employee has power to direct or oversee the work of the subordinates; (ii) has the power to sanction/pass leave or recommend it; (iii) whether the employee can examine the quality of the work and whether, such work is performed in satisfactory manner or not; (iv) whether the employee has the power of assigning duties and distribution of work. It is thus have to be seen whether the Applicant was doing the work of manual, unskilled, skilled, etc. or doing supervisory, managerial and administrative duties, at the time of termination of the services.

10. The Applicant has filed the claim statement as well as affidavit in evidence; however he has nowhere pleaded that he is a 'workman' within the meaning of Section 2(s) of the Act. The burden to prove that the Applicant is workman was on him by leading cogent and reliable evidence. There is however no pleadings in the claim statement as well as in affidavit-in-evidence that he is a workman, more particularly when it is alleged by the Respondent that the Applicant was performing supervisory, managerial and administrative duties. The job card produced at Exh. 26 is an indication of the fact that the production supervisors viz. Ashok and Malesh were under the Applicant being Design Engineer in Design/Camming/Nesting Department as well in Production Department. The Applicant has also not denied that he was performing supervisory and administrative duties and was supervising the work of supervisors and other operators as stated in Para 12 of the affidavit nor denied the duties enumerated in para 13 (1) and (2) of the affidavit of Shri Jayesh M. Raikar, which duties are of supervisory in nature. The Applicant also admitted that he was solving the problem for smooth functioning of production in his capacity as Process Engineer.

11. It is thus clear that work carried out by the Applicant was of supervisory, managerial and administrative nature and not of manual, unskilled, skilled, etc, at the time of termination of his services as he was having control over the quality of work and other aspects as mentioned in the affidavit of Jayesh Raikar as well as in job card produced on record and therefore the Applicant has failed to prove that he was a workman as envisaged under section 2(s) of the Industrial Disputes Act. The Applicant was admittedly drawing gross salary of Rs. 3,50,000/- per year as per Appointment letter at Exh. 13. The termination letter at Exh. 18 also shows that his salary per month was Rs. 31,000/- to Rs. 50,000/- and therefore he is also not a workman as envisaged under Section 2(s)(iv) of the Industrial Disputes Act. The Applicant having failed to prove that he is a workman within the meaning of Section 2(s) of the Act, the issue No. 1 has to be answered in the negative.

Issue No. 2:

12. Ld. Adv. Shri A. Shedgaonkar for the Applicant has submitted that the Applicant has not been allowed to work after 1-12-2015 and that the said letter at Exh. 14 is not a letter of termination. He further submitted that no departmental enquiry has been conducted before termination of his services. The letter dated

1-12-2015 at Exh. 14 is not a letter of termination. The Applicant has not paid the subsistence allowance nor salary for the month of November, 2015 and therefore the relief as prayed for be granted.

13. Per contra, Ld. Adv. Shri M. S. Bandodkar for the Respondent has submitted that the Applicant was a Process Engineer appointed by the Respondent and he was terminated as he was unwilling to work in shifts hampering the company's production growth. The company did not want to lose him in such unfortunate way and therefore after his termination, he was called for work by letters dated 8-3-2018, 5-7-2018 and 28-8-2018, however, he refused to report for work before he raised the dispute and since he refused to report for work, the application under Section 2-A(2) does not survive and in support thereof, he relied upon the cases of (i) **Jamil A. Adhikari, Mumbai v/s Oberoi Towers, Mumbai 2016 LLR 901** and (ii) **Madhuri Chandulal Lakhani, Prop. of Jenny Colour Lab & Studio vs. Prashant Shripad Satpute, 2015 LLR 239**.

14. It is well settled that when the workman did not join duty despite repeated call letters sent or opportunity given, by the management, it will be appropriate to consider that he has abandoned the job himself as held in the case of **Jamil A. Adhikari, Mumbai**, supra. There cannot be any dispute when the employer offers reinstatement at the earliest possible opportunity including conciliation proceedings also, to the workman who has alleged termination of his services, awarding reinstatement and back-wages by the Labour Court to the workman is not sustainable as held in the case of **Madhuri Chandulal Lakhani**, supra. It has been also held in case of **Tirloki Nath (Shri) vs. Shri Dharam Paul Arora & Anr., 2006 LLR 1043** that if a workman fails to resume duties, even when the offer is made before the conciliation officer as well as the Industrial Tribunal, it will be irresistibly presumed that he is no longer interested in the job and has abandoned the job of his own accord.

15. The Director of the company, Shri Jayesh Mohan Raikar has categorically stated that the Applicant was appointed as Process Engineer and was in-charge of shift. He initially worked in 2nd shift, however he refused to work and all the time he was insisting that he wants to work in first shift only. The Process Engineer, Shri Arun Kumar was working in all the shifts and as Applicant was refusing to work in the second shift, they were compelled to terminate his services as the work in the factory was hampering. He was however told

that he can come and join the work provided he is prepared to work in shifts as well as rotate in shifts. He called him for work on several occasions; however he refused to come for work. He had also written letters on 8-3-2018, 5-7-2018 and 28-8-2018 asking him to come for work but he did not come. He also claimed that he offered employment during pendency of this matter. Exhibit 23, 24 and 27 are the above letters which clearly show that an offer of employment was made to the Applicant. Exhibit 25 is the offer of employment made during the course of proceedings. There is no cross examination on the aspect of offer made by the Respondent after the termination during the course of proceedings.

16. The Applicant also admitted that he had not written any letter to the company that he was ready and willing to work in shifts as matter was pending before the competent authority. He categorically stated that he has not accepted the offer of employment along with two month's salary as contained in proposed clauses of settlement at Exh. 25. He claimed that he did not reply to the letters at Exh. 23 and 24 as the matter was subjudice. The above correspondence clearly indicates that the Respondent had issued repeated call letters to the Applicant giving him opportunity to rejoin the company which he declined on the premise that the matter was subjudice. The obstinate stand taken by the Applicant clearly indicates that he was not interested in rejoining the company and has abandoned the job himself. The Respondent had offered reinstatement, although he was not the employee within the meaning of Section 2(s) and Section 2(s)(iv) of the Act at the earliest possible opportunity including before the conciliation proceedings and during the proceedings before the Court and therefore the Applicant is not entitled either for subsistence allowance or reinstatement or back-wages nor the termination letter dated 1-12-2015 at Exh. 14 can be quashed or set aside. It is therefore the above issue No. 2 is answered in the negative.

Issue No. 3:

17. It is claimed by the Respondent in the written statement that the application under 2-A(2) is not maintainable, however there is no evidence or material on record to suggest that the application under Section 2-A(2) filed by the Applicant is not maintainable. The said application was filed after a period of 45 days from the date the application was made before the Conciliation Officer of the appropriate Government. There is no dispute that the application by the Applicant was made on

15-12-2015 as per Exh. 15 and as the dispute was not decided within a period of 45 days, the Applicant was constrained to file the present application on 9-8-2018, which is within the mandate of Section 2-A(2) of the Act and hence, the application is maintainable. It is therefore the above issue No. 3 is answered in the negative.

Issue No. 4:

18. The Applicant having failed to prove that he is a workman as envisaged under Section 2(s) of the Industrial Disputes Act and that the action of the Respondent in discharge/dismissal from the services w.e.f. 1-12-2015 is illegal and unjustified, the relief sought by the Applicant cannot be granted. Hence, the issue No. 4 is answered accordingly.

19. In the result, I pass the following:

ORDER

- (i) The application filed by Applicant under Section 2-A(2) of the Industrial Disputes Act stands dismissed.
- (ii) It is hereby held that the action of the Respondent in discharging/dismissing the services of the Applicant, Shri Pravinsingh Arjun Shedgaonkar with effect from 1-12-2015 is legal and justified.
- (iii) The Applicant is therefore not entitled to any relief.
- (iv) No order as to costs.
- (v) Inform the Government accordingly.

Sd/-
(Vincent D'Silva)
Presiding Officer,
Industrial Tribunal and
Labour Court.

Notification

No. 28/2019-LAB/Part-VI/752

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 06-11-2019 in Ref. No. IT/19/17 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Kuldeep Ulhas Arolkar, Under Secretary (Labour)
(Link).

Porvorim, 21st November, 2019.

IN THE INDUSTRIAL TRIBUNAL AND
LABOUR COURT

GOVERNMENT OF GOA AT PANAJI

**(Before Mr. Vincent D'Silva, Hon'ble Presiding
Officer)**

Ref. No. IT/19/17

Workmen

Rep. by the General Secretary,

Gomantak Mazdoor Sangh,

G-5, Macedo Appt.,

Tisk, Ponda, Goa-403 401. ... Workmen/Party I

V/s

M/s. Chowgule Industries Pvt. Ltd.,

Verna Industrial Estate,

Verna, Salcete, Goa-403 722. ... Employer/Party II

Workmen/Party I represented by Ld. Adv. Shri S. P.
Gaonkar along with Shri P. Gaonkar.Employer/Party II represented by Ld. Adv. Shri R.
Kinnerkar.

AWARD

**(Delivered on this the 6th day of the month of
November of the year 2019)**

By Order dated 13-11-2017, bearing No. 28/23/
/2017-LAB/769, the Government of Goa in exercise
of powers conferred by Section 10(1)(d) of the
Industrial Disputes Act, 1947 (for short The Act),
has referred the following dispute to this Tribunal
for adjudication.

- "(1) Whether the action of the management of
M/s. Chowgule Industries Private Limited,
in transferring its workmen S/S. Sankalp
Nagvekar, Accounts Executive and Viplav
Vasta, Accounts Executive, from Fatorda
Branch to Colvale Branch and Vasco Branch
respectively, with effect from 15-12-2016, is
legal and justified?
- (2) If not, what relief the workmen are entitled
to?"

2. Upon receipt of the reference, IT/19/17 was
registered. Notices were issued to both the parties
under registered post, upon which both the parties
were served. Party I thereafter filed a Claim
statement at Exh. 3 and the Party II filed a Written
statement at Exh. 5.

3. In short, the case of the Party I is that the
Party I workman, Shri Viplav Vasta was appointed
as Trainee Accounts Executive on 21-9-2011 and
had undergone training at Taleigao branch. The
said workman was appointed as Accounts Executive

on probation for six months from 23-1-2012 for the
Fatorda branch and by the said letter the earlier
terms and conditions as a trainee were replaced
by the 'General Terms and Conditions of Service'.
The said workman was confirmed by the Party II on
1-3-2013, with all terms and conditions of his service
remaining unchanged. Majority of the workmen of
Party II joined Gomantak Mazdoor Sangh which
was not liked by Party II since the Sangh espoused
the cause of the workmen by demanding better
wages and service conditions. The said workman
was the member of the Sangh and was also targeted
by Party II for his affiliation to the Sangh. The
Charter of demands for the period between 2008-
-2012 was decided vide Award dated 13-7-2015 and
the Writ Petition filed before the Hon'ble High Court
and the Special Leave Petition filed before the Apex
Court were dismissed and subsequently the
workmen requested the Party II to implement the
award, which was refused.

4. The Party I have also raised a new Charter of
demands for a period of four years which was not
resolved by the management and as such the
workmen decided to observe a strike for non
implementation of the award and non settlement
of new Charter of demands and on receipt of notice
of strike, the management started harassing and
threatening the workers. The Union thereafter
withdrew the strike. The Party II by letter dated
22-11-2016 made allegations against the said
workman that he had illegally kept cash locker key
with him and warned him of legal action. The Party
I workman replied to the said letter. The Party II
also made false allegations against the workman
on 28-11-2016 which was again replied. The
workman was not given any work despite there
being work and was made to sit idle which was
informed to Party II. The Party II thereafter issued
another letter dated 2-12-2016 alleging that the
strike observed by the union and its members was
illegal and invited the workman to show cause as
to why the disciplinary action should not be
initiated against him. The Party I workman replied
to the said show cause notice denying the
allegation. The Party II with a view to give effect
to its threats issued a mala fide transfer order dated
14-12-2016 transferring him from Fatorda workshop
to its Baina Vasco branch. The Party I workman
objected to said transfer by its letter dated
15-12-2016 as it was intended to harass him.

5. The Party II has no power to transfer the
workman to another branch neither the workman
has been transferred from one establishment to
another in the group nor has he been transferred
from one department to another and therefore the

said transfer order is illegal. There are no certified standing orders of the company. The transfer orders issued to the workman is malafide as it was issued to victimize him on account of legitimate demands that the Party II implement the Award dated 13-7-2015 and that the subsequent Charter of demands be settled. The Party I workman is not performing any accounts related work at Baina workshop and has effected a change in the nature of duties carried out by him. The Party II in issuing transfer order of this nature amounts to unfair labour practice indirectly compelling him to resign from his services. The act on the part of the Party II shows its intention to harass him. He has also been issued a charge sheet dated 1-3-2017 leveling false charges against him and has directed its officials not to grant leave to him. It is therefore necessary relief be granted.

6. In the written statement, the Party II has contended that the Tribunal has no jurisdiction as both Shri Sankalp Nagvekar and Shri Viplav Vast were working as Accounts Executives performing administrative, supervisory and/or managerial nature of work and therefore they cannot be said to be a 'workman' within the meaning of Section 2(s) of the Industrial Disputes Act. The transfer of Party I workman, Shri Viplav was in accordance with the express terms of his appointment letter which is incidence of service. The terms of appointment of the workman clearly mentions that the employer has the right to transfer the workman from one establishment to another. The workman viz. Sankalp Nagvekar has voluntarily resigned from the services of the company with effect from 22-4-2017 and therefore no dispute survives. The Party II is in the business of auto dealership and other marketing activities having locations and offices all over India. The company transferred the said workmen in accordance with terms and conditions of the appointment letters due to administrative exigencies and the said relocation was necessary due to repeated requests from the said places that were in dire need of senior and experienced staff without affecting service condition enjoyed by them. The Union is trying to gain sympathy by unnecessary tagging the issue of transfer with the issue of payment of arrears. The Award passed by the Hon'ble Tribunal dated 13-7-2015 was challenged by the company before the appropriate forum and the subject matter is subjudice. The employees have no lien in any place and the workmen have not made out any case to justify any reliefs.

7. In the rejoinder at Exh. 6, the Party I has denied the case set up by the Party II in the written statement.

8. Issues that came to be framed at Exh. 8 are as follows:

- (1) Whether the Party I proves that Party I are a 'Workman' within the meaning of Section 2(s) of the Industrial Disputes Act?
- (2) Whether the Party I proves that the action of Party II in transferring Shri Sankalp Nagvekar, Accounts Executive and Shri Viplav Vasta, Accounts Executive from Fatorda Branch to Colvale Branch and Vasco Branch respectively w.e.f. 15-12-2016 is malafide, illegal and unjustified?
- (3) Whether the Party I proves that the transfer orders has been issued by Party II with a sole intention to harass the Party I?
- (4) What Relief? What Order?

9. In the course of evidence, the Party I examined Shri Viplav Vasta as witness and produced on record a copy of letter of appointment as Trainee Accounts Executive at Taleigao branch dated 21-9-11 along with statement showing details of stipend at Exh. 11 colly, a copy of letter of appointment as Accounts Executive at Fatorda branch dated 25-6-12 along with General Terms and Conditions of Service at Exh. 12 colly, a copy of letter of confirmation of services dated 1-3-13 at Exh. 13, a copy of letter by Party II to Party I demanding handover of cash locker key dated 22-11-16 at Exh. 14, a copy of reply dated 25-11-16 by Party I to letter dated 22-11-16 at Exh. 15, a copy of letter by Party II to Party I dated 28-11-16 at Exh. 16, a copy of reply dated 29-1-16 by Party I to letter dated 28-11-16 at Exh. 17, a copy of letter by Party I to Party II dated 29-11-16 at Exh. 18, a copy of show cause letter by Party II to Party I dated 2-12-16 at Exh. 19, a copy of reply dated 4-12-16 by Party I to the letter dated 2-12-16 at Exh. 20, a copy of transfer order issued by Party II dated 14-12-16 at Exh. 21, a copy of letter by Party I to Party II dated 15-12-16 at Exh. 22, a copy of letter by Party I to Party II dated 17-12-16 at Exh. 23, a copy of letter dated 6-1-17 by Party I to Party II claiming travelling and conveyance expenses along with statement of expenses incurred at Exh. 24 colly, a copy of reply dated 9-1-17 by Party II to letter dated 6-1-17 at Exh. 25.

10. The witness of Party I further produced on record a copy of letter dated 14-1-17 by Party I in response to reply dated 9-1-17 at Exh. 26, a copy of letter by Party II to Party I dated 27-1-17 at Exh. 27, a copy of charge sheet dated 1-3-17 issued by

Party II along with covering letter at Exh. 28 colly, a copy letter dated 9-6-17 by Party I claiming travelling & conveyance expenses for the period between 1-1-17 to 31-1-17 along with Petty cash voucher at Exh. 29 colly, a copy of letter dated 9-6-17 by Party I claiming travelling and conveyance expenses for the period between 1-2-17 to 28-2-17 along with Petty cash voucher at Exh. 30 colly, a copy of letter dated 9-6-17 by Party I claiming travelling and conveyance expenses for the period between 1-3-17 to 31-3-17 along with Petty cash voucher at Exh. 31 colly, a copy of letter dated 9-6-17 by Party I claiming travelling and conveyance expenses for the period between 1-4-17 to 30-4-17 along with Petty cash voucher at Exh. 32 colly, a copy of letter dated 9-6-17 by Party I claiming travelling and conveyance expenses for the period between 1-5-17 to 31-5-17 along with Petty cash voucher at Exh. 33 colly, a copy of letter dated 20-11-17 by Party I claiming travelling & conveyance expenses for the period between 1-6-17 to 30-6-17 along with Petty cash voucher at Exh. 34 colly, a copy of letter dated 20-11-17 by Party I claiming travelling and conveyance expenses for the period between 1-7-17 to 31-7-17 along with Petty cash voucher at Exh. 35 colly.

11. The witness of Party I also produced on record a copy of letter dated 20-11-17 by Party I claiming travelling and conveyance expenses for the period between 1-8-17 to 31-8-17 along with Petty cash voucher at Exh. 36 colly, a copy of letter dated 20-11-17 by Party I claiming travelling and conveyance expenses for the period between 1-9-17 to 30-9-17 along with Petty cash voucher at Exh. 37 colly, a copy of letter dated 20-11-17 by Party I claiming travelling and conveyance expenses for the period between 1-10-17 to 31-10-17 along with Petty cash voucher at Exh. 38 colly, a copy of letter to the Dy. Lab. Commissioner by Gomantak Mazdoor Sangh dated 16-12-16 at Exh. 39, a copy of letter dated 6-1-17 by Party II to the Dy. Lab. Commissioner in reply to notice dated 22-12-16 at Exh. 40, a copy of reply dated 9-1-17 by Gomantak Mazdoor Sangh to the letter dated 6-9-17 at Exh. 41, a copy of report on failure of conciliation proceedings dated 31-7-17 at Exh. 42. On the other hand, the Party II examined Shri Sujay Rao as witness and produced on record a copy of e-mail sent by Sainath Naik dated 23-11-16 at Exh. 45, a copy of transfer letter to Viprav Vasta dated 14-12-16 at Exh. 46, a copy of transfer letter to Sankalp Nagvekar dated 14-12-16 at Exh. 47, a copy of conciliation proceedings by Dy. Labour Commissioner dated 29-12-16 at Exh. 48, a copy of reply to Dy. Labour Commissioner dated 6-1-17 at Exh. 49, a copy of resignation of Sankalp Nagvekar on 22-4-17 at Exh. 50.

12. Heard arguments. Notes of Written arguments came to be placed on record by Party I as well as Party II.

13. I have gone through the records of the case and have duly considered the arguments advanced. My answers to the above issues are as follows:

Issue No. 1	...	In the Affirmative.
Issue No. 2	...	In the Affirmative.
Issue No. 3	...	In the Affirmative.
Issue No. 4	...	As per Final order.

REASONS

Issue No. 1:

14. Learned Advocate Shri S. P. Gaonkar for the Party I has submitted that it is settled law that in order to decide whether a person is a workman under Section 2(s), it is the nature of its duties that are relevant and not other things like his designation or salary. The Party I workman Shri Viprav in the claim statement has specifically pleaded his duties at Para 26 viz. closing of job cards, data entry, day to day workshop report, accepting insurance cash receipt, checking of bills of housekeeping, to take signature from the Works Manager and sending the same to the Chicalim branch, which have not been denied at all by Party II in the written statement. The evidence therefore sufficiently establishes that the nature of duties performed by the workman was manual and skilled and hence, he is a 'workman' under Section 2(s) of the Industrial Disputes Act.

15. Per contra, Ld. Adv. Shri R. Kinnerkar has submitted that the workman, Shri Viprav Vasta is employed with the company as Accounts Executive and his dominant nature of duties was administrative, supervisory and/or managerial and was not required to perform any manual, unskilled, skilled or clerical nature of work and that he was employed in the post of trust and confidence as he was handling sensitive job of cash and taking care of cash locker keys. The said employee is therefore not a workman within the meaning of definition of 'workman' under the provisions of sub-section (s) of Section 2 of the Industrial Disputes Act. He also submitted that Viprav in the cross examination has admitted that he was working as an Accounts Executive and accepted the terms and conditions of service as mentioned in the appointment letter dated 25-6-2012 and therefore the above issue may be answered in the negative.

16. There cannot be any dispute that the onus to prove that Party I is a workman under Section 2(s) of the Industrial Disputes Act is on Party I workman and he has to show that he was employed

to do the work of any categories viz. manual, unskilled, skilled, operational, clerical, supervisory drawing less than Rs. 10,000/- per month or technical as held in the case of **S. T. Galande vs. P.O., Ind Labour Court, Pune, 2008 (1) CLR 656**. It is also well settled that while determining whether one qualifies the definition of a 'workman' under Section 2(s) of the Act, the relevant criteria is that what are the main duties of the person and not the occasional duties entrusted to him as held in the case of **Shri Aloysius Nunes vs. M/s. Thomas Cook India Ltd., 2000(3) Bom CR 658**. It is also well settled that in order to decide that a person was performing supervisory/administrative/managerial duties many factors have to be considered and the power to sanction leave or to initiate disciplinary proceedings are additional factors to be taken into account as held in the case of **Karnataka Bank Ltd. vs. Smt. Sunita B. Vatsaraj, 2007 II CLR 650**.

17. In the instant case, the Party I workman has specifically pleaded the duties performed by him at Para 26 of the claim statement, which has not denied by Party II in the written statement. The Party I in the cross examination on page 4 has also clarified that he was working on the computer and doing the work of accounting and his work involves application of mind. He also stated that decision making is not his work and being in automobile division, his work includes bank reconciliation, petty cash accounts and payment receipt. He admitted that a trusted man is required for cash collection. The witness of the management, Shri Sujay Rao has admitted that Viplav as an Accounts Executive was working on the computer and whatever job was given to him, he had to comply like making entries in the computer, feeding the data, etc. He also stated that Viplav was doing the said work alone and had to count the cash physically. He also admitted that he was not authorised to sign any leave of any worker and was not supervising the work of other workers. He also admitted that there is an Accounts Manager above Viplav and he had no authority of whatsoever nature to represent the company in the bank. It therefore shows the workman, Viplav was predominantly doing manual and technical duties. It therefore can be safely said that Viplav is a workman under Section 2(s) of the Industrial Disputes Act and hence, the issue No. 1 is answered in the affirmative.

Issue No. 2 and 3:

18. At the outset, it requires a mention that the workman, Shri Sankalp Nagvekar, Accounts Executive has tendered his resignation from service

of the company w.e.f. 22-4-2017 as claimed by Party II in para 2(e) of the written statement. The Party I in the rejoinder has not stated anything about resignation of said workman. Said Shri Sankalp Nagvekar has also not stepped in the witness box. The resignation letter has also not been produced by either of the parties. However, in view of above development, no dispute survives as against said workman, Shri Sankalp Nagvekar.

19. Ld. Adv. Shri S. P. Gaonkar for the Party I has submitted that appointment of Viplav was confirmed on 25-6-2012 and he came to be transferred to Baina branch on 14-12-2016. The Baina branch was not in existence in 2012 when Shri Viplav was appointed and therefore it cannot be said that it was in the terms of service that he agreed to be transferred to a branch which was not in existence. It is not a condition of service between the parties that Viplav could be transferred to a branch which was not in existence at the time of his appointment, such a transfer is therefore illegal as not being in conformity with the condition of service and in support thereof, he relied upon the cases of (i) **Kundan Sugar Mills vs. Ziyauddin, AIR 1960 SC 650** and (ii) **Management of M/s. Nippani Urban Co-operative Bank vs. Workmen, 1992 LLR 725**.

He further submitted that the transfer is illegal being malafide as transfer from one branch to another was never a condition of service. He further submitted that in the absence of specific clause of transfer, the management has to produce evidence to show that the transfers were being effected in the past and it had become practice and in support thereof, he relied upon the case of **H. N. Desai vs. Bhor Industries Ltd., 2001 (4) LLN, 1267**.

20. Ld. Adv. Shri R. Kinnerkar for the Party II has submitted that the services of Mr. Viplav were transferred from Fatorda to Baina within same city limits as per terms and conditions of appointment letter dated 25-6-2012 and upon the transfer, his substantial nature of work and existing terms and conditions remained the same. The said relocation from Fatorda to Baina was effected due to repeated requests from the senior officers from Baina as they were in dire need of a senior and experienced staff due to exigencies. Mr. Viplav has admitted that his salary before transfer and after transfer is same. The documents including e-mail received from Sainath Naik on 23-11-2016 show that there was business exigency and a need to transfer the workman. The appointment letter coupled with the workload at Baina branch led to the transfer of Viplav from Fatorda to Baina without altering the

condition of service of the said workman. He further submitted that it is a management function to distribute its manpower and personal inconvenience of travelling time or difficulties cannot be a ground for stay or stalling of the transfer. The employee has a lien on the post and not the place and the burden to prove that it was a malafide transfer is on the employee and in support thereof, he relied upon the cases of (i) **Canara Banking Corporation vs. Vittal**, 1963 2 LLJ 354; (ii) **Caravan Good Carriers vs. Labour Court, Madras and another**, 1972 2 LLJ 199; (iii) **Dr. Jayesh Vasudevabhai Trivedi vs. State of Gujarat and others**, 1990 LIC 713 (GUJ); (iv) **S. C. Karmakar vs. Tyre Corporation of India Ltd., and others** 1990 1 LLN 951.

21. In fine, the substratum of controversy is whether the transfer of Party I workman, Shri Viplav Vasta is in terms of letter of appointment due to exigencies of services or whether it was on account of harassment meted out to him being the member of the union.

22. There is no dispute that the Party I workman was appointed as a trainee Accounts Executive at Taleigao branch as per Exh. 11 colly(1) and as per clause 12 of the appointment letter, he was liable to be transferred from one branch to another, from one department to another, from one shift to another, from one company to another in any company or group company located in India. There is no dispute that subsequently he was appointed as an Accounts Executive as per appointment letter dated 25-6-2012 at Exh. 12 colly(1) and as per clause 18 of the General terms and conditions of service attached to the appointment letter, an employee is liable to be transferred or loaned or deputed at the option of the company anywhere in India, in any of the existing or future establishments of the company/firm in the Chowgule group including transfer from one shift to another and/or from one department to another. The employee shall however have no right to claim transfer.

23. Discernibly, the earlier appointment letter as trainee was superseded by letter of confirmation of Party I as Accounts Executive at Fatorda. The Party I is therefore not bound by earlier appointment letter at Exh. 11 colly(1) but is bound by General terms and conditions appended to the confirmation letter at Exh. 12 colly(1). The expression branch in the transfer clause is absent in clause 18 of the General terms and conditions at Exh. 12 colly(1), which clearly shows that the transfer to another branch was not the condition of service and was never agreed upon the parties and as such the

Party I cannot be transferred to any branch without his consent under the guise of administrative exigencies or otherwise. Needless to mention, the transfer of Party I from Fatorda branch to Baina, Vasco branch is illegal as (a) transfer to a place which was not in existence at the time of the appointment of the employee is impermissible; (b) transfer to a branch in absence of a specific agreement or term that the company could transfer the workman from one branch to another is illegal; (c) transfer without administrative exigencies is illegal being malafide. Admittedly, the appointment of Viplav was confirmed on 25-6-2012 and he came to be transferred at Baina branch on 14-12-2016. The Baina branch was not in existence in 2012 when he was appointed/confirmed and therefore, it cannot be said that it is a term of service that he agreed to be transferred to a branch which was not in existence. Shri Sujay Rao has admitted that Baina workshop started only 3-4 years back and the operation started only on 1-11-2014. It was not the condition of service between the parties that the workman could be transferred to a branch which was not existing at the time of his appointment and as such the transfer is illegal as not being in conformity with the condition of service of the workman as held in the case of (i) **Kundan Sugar Mill and (ii) Management of Nippani Urban Co-operative Bank**, supra.

24. Moreover, when Viplav was appointed as a trainee, his terms in the appointment letter included a transfer to another branch but upon confirmation the word 'branch' was omitted from the General terms and conditions, which indicates that the transfer from one branch to another was not permissible under terms and conditions of service. There is no evidence adduced by the management to show that in the past workman have been transferred from one branch to another. The Confirmation letter at Exh. 12 colly shows that the appointment was specifically for the 'Fatorda branch' as seen from the said letter and the transfer in terms of clause 18 is permissible only if in any existing or future establishment of the company in the Chowgule group or from one shift to another or from department to another. However, transfer of Viplav has been made from one branch to another, which is not contemplated in terms of confirmation letter at Exh. 12 colly, which clearly establishes that transfer of Party I by Party II from Fatorda branch to Baina branch is illegal as held in the case of **H. N. Desai**, supra. There is no inherent power in the management to transfer a workman to a new place which it chooses to start subsequently, as held in the case of **Tobu Industries vs. P.O. Industrial Tribunal**, 2009, LLR 475.

25. Importantly, there were no administrative exigencies to transfer Viprav from Fatorda branch to Baina, even if it is considered that the Party II management had a right to transfer the Party I workman by virtue of the appointment letter at Exh. 12 colly. Shri Sujay Rao in his testimony has stated that due to administrative exigencies, the Party I was transferred. However, no such evidence has been adduced to show actual need of the workman at Baina workshop. There was no work of Accounts Supervisor at Baina which is clear from the fact the Viprav was made to do all the duties of a service advisor. One Mr. Amar Naik was already employed as Accounts Executive at Baina from 15-1-2015. The e-mail produced by Party II dated 5-12-2016 at Exh. 45 only makes a mention that there is a requirement for manpower without specifying whether Accounts Executive was needed or not. The e-mail was sent by Shri Sainath who has not been examined as Shri Sujay Rao has stated that Sainath sits in Campal and not in Baina, which shows that he does not know about the requirement at Baina and that the e-mail was only to cover up so that the workman could be transferred under the garb of administrative exigencies.

26. The evidence on record produced by the Party I workman clearly show that he was targeted for joining the Union, going on strike and other union activities and that to scuttle the union, the transfer was made with malafide intention. It has been brought on record that the moment the trade union withdrew the strike, the Party II started harassing Viprav and other workmen and therefore the transfer order immediately after agitation is malafide and is in violation of Section 9-A of the Industrial Disputes Act as no notice under Section 9-A was issued when transfer is not the condition of service. It is therefore, the Party I has proved that the action of the management of M/s. Chowgule Industries Private Limited, in transferring its workman, Shri Viprav Vasta, Accounts Executive, from Fatorda Branch to Vasco Branch, with effect from 15-12-2016, is illegal and unjustified and that it was issued with a sole intention to harass him. Hence, the issue No. 2 and 3 are answered in the affirmative.

Issue No. 4:

27. The Party I has averred that he after joining his place of transfer has submitted his claim for traveling allowance and daily bhatta as per law

and as is the prevailing practice, however the same was not paid to him. He also claimed that he had to spend a sizeable portion of his salary to cover his traveling and other expenses. He has also stated so in para 25 of his affidavit-in-evidence. He has produced on record copy of letters claiming traveling and conveyance expenses along with petty cash vouchers at Exh. 29 colly to 38 colly. The management witness, Shri Sujay Rao has admitted that whenever an employee is asked to go to other workshop for the day, he is paid traveling allowance and daily bhatta. He also admitted that Baina branch does not come within city limit of Fatorda branch and the distance between Fatorda branch and Baina branch is about 30 Kms. Once it is held that the transfer of Viprav from Fatorda branch to Baina branch is illegal and unjustified, the Party I workman, Shri Viprav Vasta is entitled for travelling allowance and daily bhatta, as if he was sent to other workshop for official work, in terms of documents at Exh. 29 to Exh. 38 colly. The Party I workman having proved the issues cast on it, he is entitled for the reliefs claimed.

28. In the result, I pass the following:

ORDER

- (i) It is hereby held that the action of the management of M/s. Chowgule Industries Private Limited, in transferring its workman, Shri Viprav Vasta, Accounts Executive, from Fatorda Branch to Vasco Branch, with effect from 15-12-2016, is illegal and unjustified.
- (ii) The Party II employer is directed to reimburse the Party I workman, Shri Viprav Vasta the amount incurred by him, towards travelling and other incidental expenses thereto with interest @ 9 % as reflected in the documents at Exh. 29 to 38 colly referred above.
- (iii) The Party II employer is directed to cancel and set-aside the transfer order dated 14-12-2016 and post the workman, Shri Viprav Vasta to his original place of appointment at Fatorda.
- (iv) Inform the Government accordingly.

Sd/-

(Vincent D'Silva)
Presiding Officer,
Industrial Tribunal and
Labour Court.

Department of Law & Judiciary

Law (Establishment) Division

—
Order

No. 2-1-97/LD-Estt-Part/2248

On the recommendation of the Hon'ble High Court of Bombay, vide their Confidential letter No. A.5504/G/2019/2752 dated 05-11-2019 and as per Rule 4 of Chapter II of the Goa Judicial Service Rules, 2005, the Governor of Goa is pleased to appoint the following 03 Judicial Officers to the post of Ad-hoc District Judge under Fast Track

Courts' Scheme in the State of Goa with immediate effect:-

Sr. No.	Name of the Judicial Officers
1.	Ms. Sharmila Anant Patil.
2.	Ms. Pooja Chandrakant Kavlekar.
3.	Shri Bosco Gaudentius Faustinho Roberts.

By order and in the name of the Governor of Goa.

Amir Parab, Under Secretary (Estt.).

Porvorim, 26th November, 2019.

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Department of Mines

Directorate of Mines & Geology

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Order

No. 01/12/2019/Confirmation-B/ADM/MINES/10378

On the recommendation of Group 'B' DPC as conveyed by the Goa Public Service Commission vide letter No. COM/II/12/26(1)/2019/170 dated 16-08-2019, the probation period of the following Officers has been lifted and confirmed to the post of Assistant Geologists in the Directorate of Mines & Geology with effect from the date of their completion of probation period against the initial post held by them:-

Sr. No.	Name of the Assistant Geologist	Date of joining regular service as Assistant Geologist	Date of completion of probation period
1.	Smt. Nelita Olga Fernandes e D'Silva	18-03-2016	17-03-2018
2.	Shri Narayan alias Sudhir S. Mandrekar	18-03-2016	17-03-2018
3.	Shri Sankalp U. Shet Dessai	18-03-2016	17-03-2018
4.	Smt. Glancia Queenie Fernandes	10-10-2016	09-10-2018
5.	Shri Vasant Laxman Karelkar	12-10-2016	11-10-2018
6.	Kum. Mary Ann Carvalho	26-10-2016	25-10-2018
7.	Shri Nitin Krishnanath Atoskar	27-10-2016	26-10-2018
8.	Shri Mahesh Mohan Mayekar	07-10-2016	06-10-2018

By order and in the name of the Governor of Goa.

Ashutosh Apte, Director/ex officio Jt. Secretary (Mines & Geology).

Panaji, 23rd October, 2019.

◆◆◆
Department of Personnel—
Order

No. 7/5/2015-PER/3234

- Read: 1. Notification No. 7/3/2019-PER/2346 dated 29-08-2019.
2. Notification No. 7/3/2019-PER/2350 dated 30-08-2019.
3. Order No. 7/3/2019-PER/2438 dated 12-09-2019.
4. Notification No. 7/3/2019-PER/3013 dated 04-11-2019.

In supersession of all orders issued in this regard, the standing arrangement for disposal of work relating to the Departments under the charge of Secretary during the absence of the concerned Secretary shall be as under:

Sr. No.	Name & Designation	1st Link Secretary	2nd Link Secretary
1	2	3	4
1.	Shri Parimal Rai, IAS (1985) Chief Secretary 1. Vigilance/Chief Vigilance Officer 2. Home 3. Personnel 4. ARD 5. PWD 6. Civil Aviation	Shri Puneet Kumar Goel, IAS (1991)	Shri Daulat A. Hawaldar, IAS (2003).
2.	Shri Puneet Kumar Goel, IAS (1991) Principal Secretary (Power) 1. Power 2. Non-Conventional Energy 3. Urban Development 4. Forest 5. Environment 6. Science & Technology 7. Nodal Officer (PMAY)	Shri Daulat A. Hawaldar, IAS (2003)	Smt. Nila Mohanan, IAS (2007).
3.	Shri Daulat A. Hawaldar, IAS (2003) Commissioner & Secretary (Finance) 1. Finance 2. Mines and Geology 3. Planning & Statistics 4. Town & Country Planning	Shri Puneet Kumar Goel, IAS (1991)	Shri P. S. Reddy, IAS (2003).
4.	Shri P. S. Reddy, IAS (2003) Secretary (Ports) 1. Ports 2. River Navigation 3. Fisheries 4. Legal Metrology	Shri Daulat A. Hawaldar, IAS (2003)	Smt. Nila Mohanan, IAS (2007).
5.	Smt. Nila Mohanan, IAS (2007) Secretary (Education) 1. Education 2. Industries, Trade & Commerce 3. Health 4. Handicrafts, Textile & Coir	Shri Sanjay Kumar, IAS (2008)	Shri Daulat A. Hawaldar, IAS (2003).
6.	Shri Sanjay Kumar, IAS (2008) Secretary (Revenue) 1. Revenue 2. Social Welfare 3. NRI Affairs 4. Factories and Boilers 5. Information and Publicity	Smt. Nila Mohanan, IAS (2007)	Shri Chokha Ram Garg, IAS (2008).
7.	Shri J. Ashok Kumar, IAS (2008) Secretary to Chief Minister 1. Secretary to Chief Minister 2. Sports & Youth Affairs	Shri Sanjay Kumar, IAS (2008) (Except Sr. No. 1)	Shri Sanjay Gihar, IAS (2008) (Except Sr. No. 1).

1	2	3	4
	3. Tourism		
	4. Nodal Officer for ODF & Swatch Bharat Mission		
8.	Shri Chokha Ram Garg, IAS (2008) Secretary (Women and Child Development)	Shri Sanjay Gihar, IAS (2008)	Shri Kuldeep Singh Gangar, IAS (2009).
	1. Women and Child Development		
	2. Tribal Welfare		
	3. Art & Culture		
	4. Skill Development & Entrepreneurship		
	5. Archeology		
	6. Archives		
	7. Co-operation		
	8. Law & Judiciary and Legislative Affairs		
9.	Shri Sanjay Gihar, IAS (2008) Secretary (Water Resources)	Shri Kuldeep Singh Gangar, IAS (2009)	Shri P. S. Reddy, IAS (2003).
	1. Water Resources		
	2. Provedoria		
	3. Official Language		
	4. Public Grievances		
	5. Member Secretary, Goa State Commission for Protection of Child Rights		
	6. Rural Development		
	7. Panchayats		
10.	Shri Kuldeep Singh Gangar, IAS (2009) Secretary (Agriculture)	Shri Chokha Ram Garg, IAS (2008)	Shri Sanjay Gihar, IAS (2008).
	1. Agriculture		
	2. Housing		
	3. Animal Husbandry & Veterinary Services		
	4. Transport		
11.	Shri Ravi Jha, IAS (2011) Secretary (Information Technology)	Shri Sanjay Kumar, IAS (2008)	Shri Kuldeep Singh Gangar, IAS (2009).
	1. Information Technology		
	2. Labour & Employment		
	3. Special Secretary (Personnel, Home and Vigilance)		
12.	Ms. Isha Khosla, IAS (2011) Secretary (General Administration)	Shri Daulat A. Hawaldar, IAS (2003)	Shri P. S. Reddy, IAS (2003).
	1. General Administration		
	2. Civil Supplies		
	3. Goa Gazetteer		
	4. Museums		
	4. Printing & Stationery		
	5. Protocol		

By order and in the name of the Governor of Goa.

Shashank V. Thakur, Under Secretary (Personnel-I).

Porvorim, 21st November, 2019.

Order

No. 5/1/2018-PER/3249

The Governor of Goa is pleased to post Ms. Mamu Hage, IAS (AGMUT, 2017) as Deputy Collector & Sub-Divisional Officer-II, Bardez, in public interest, with immediate effect.

By order and in the name of the Governor of Goa.

Shashank V. Thakur, Under Secretary (Personnel-I).
Porvorim, 22nd November, 2019.

Order

No. 15/2/2019-PER/3269

Read: Order No.15/2/2019-PER dated 11-11-2019.

Pursuant to order read in the preamble, the following Officers in the cadre of Block Development Officer (Group "B" Gazetted) under the Government of Goa are hereby deputed for on job training in Directorate of Panchayats for two weeks w.e.f. 02-12-2019 to 13-12-2019.

1. Shri Siddesh Surya Kerkar.
2. Shri Paritosh Ulhas Fal Dessai.
3. Shri Gurudatta Pandurang Naik (OBC).

After completion of training, they shall report to Personnel Department for further orders.

By order and in the name of the Governor of Goa.

Shashank V. Thakur, Under Secretary (Personnel-I).
Porvorim, 25th November, 2019.

Order

No. 6/9/2008-PER (Part II)(B)/3275

- Read: 1) Order No. 6/4/91-PER(Part-I)-A dated 22-06-1999.
- 2) Order No. 6/4/91-PER(Part-I)(A) dated 17-04-2000.
 - 3) Order No. 6/4/91-PER-Part-I (A) dated 12-09-2006.
 - 4) Order No. 6/4/91-PER-Part-I (B) dated 12-09-2006.
 - 5) Order No. 6/9/2009-PER (Part II) dated 19-07-2012.
 - 6) Order No. 6/9/2009-PER (Part II) (A) dated 25-11-2019.

Whereas, Shri Gopal Parsekar was initially appointed by the Government to the grade of Mamlatdars/Joint Mamlatdars/B.D.O's/Assistant

Director of Civil Supplies, vide the Government Order No. 15/2/86-PER (vol. II) (A)/2395 dated 24-02-1993;

And whereas, in the year 1998, after completion of five years of service in the said grade, Shri Gopal Parsekar became eligible for promotion against the carried forward vacancy of the year 1997, to the post of the Junior Scale Officer, however, as the name of Shri Gopal Parsekar was not figuring in the eligibility list, he was not considered by the Departmental Promotion Committee in its meeting held on 14-06-1999, for promotion to the carried forward vacancy to the post of the Junior Scale Officer reserved for the candidate belonging to the Scheduled Caste (SC) and such vacancy was de-reserved in favour of General category candidate;

And whereas, being aggrieved by the above action, Shri Gopal Parsekar made a Representation dated 03-09-2010 to the Government;

And whereas, the Department of Personnel examined the said Representation dated 03-09-2010 and vide letter No. 6/9/2008-PER (Part II) dated 05-08-2011 referred a proposal for promotion of Shri Gopal Parsekar to the Goa Public Service Commission;

And whereas, the review DPC was held on 28-03-2012 which recommended the name of Shri Gopal Parsekar for promotion to the post of Junior Scale Officer of Goa Civil Service on regular basis as if he was recommended by the regular DPC held on 08-03-2000;

And whereas, in order to accommodate Shri Gopal Parsekar against the SC vacancy, the Government vide Order No. 6/9/2009-PER (Part-II) dated 19-07-2012 created a temporary supernumerary post of Junior Scale Officer of Goa Civil Service w.e.f. 17-04-2000 and accordingly in the final seniority list of Junior Scale Officers of the Goa Civil Service determined the vide Memorandum No. 5/1/2010-PER dated 14-08-2012 he was placed above Shri U. D. Gaitonde;

And whereas, Shri Gopal Parsekar made another representation dated 30-01-2013 to the Government in which he alleged that although he was eligible for Junior Scale post of Goa Civil Service in the year 1998, the Goa Public Service Commission in the review DPC meeting held on 28-03-2012 recommended him for the reserved vacancy of the year 1999;

And whereas, the Department of Personnel examined the said Representation dated 30-01-2013 and vide letter No. 6/9/2008-PER (Part II) dated

05-03-2013 referred a proposal to the Goa Public Service Commission to alter their recommendation to the extent of recommending Shri Gopal Parsekar for promotion to the Junior Scale post as if he was recommended by the regular DPC held on 14-06-1999.

And whereas, the Goa Public Service Commission vide their D. O. letter No. COM/II/11/42 (1)/96-08/ /Vol.III/511 dated 14-06-2013 declined the proposal for review of the decision in the review DPC held on 28-03-2012;

And whereas, being aggrieved by the above decision, Shri Gopal Parsekar filed a writ petition No. 1089/2016 before the Hon'ble High Court of Bombay at Goa seeking orders for considering him for the promotion to Junior Scale of Goa Civil Service against the vacancy of the year 1998 reserved for SC category;

And whereas, the Hon'ble High Court of Bombay at Goa vide its judgment dated 12-04-2017 quashed and set aside the recommendation of Goa Public Service Commission to the extent of the seniority of Shri Gopal Parsekar from the year 1999 and directed to give promotion based on the seniority of the year 1998, in accordance with the law;

And whereas, a Review DPC meeting to review the proceedings of Departmental Promotion Committee held on 14-06-1999 (original DPC) which was again reviewed on 07-09-2006 and 28-03-2012 for promotion to the post of Junior Scale Officers of the Goa Civil Service was held on 12-07-2019;

Now therefore, in view of the recommendation of the Review DPC held on 12-07-2019 as conveyed by the Goa Public Service Commission vide its letter No. COM/II/11/42(1)/2018/146 dated 15-07-2019, and in partial modification of the orders read in preamble at Sr. Nos. 3 and 4, the Governor of Goa is pleased to promote and appoint, under Rule 14 of the Goa Civil Service Rules, 1997, read with Rule 5 (b) of the said Rules, Shri Gopal Parsekar to the post of Junior Scale of Goa Civil Service, Group 'A' Gazetted on regular basis in the Pay Band-3, ₹ 15600-39100+GP ₹ 5400/- as if he is recommended by the regular DPC held on 14-06-1999 against the SC vacancy carried forward in the year 1998 thereby considering his date of promotion as 22-06-1999 and he shall be placed below Smt. Alda Pinto D'Silva and above Shri U. D. Gaitonde in the seniority list.

By order and in the name of the Governor of Goa.

Shashank V. Thakur, Under Secretary (Personnel-I).
Porvorim, 25th November, 2019.

Order

No. 5/1/2018-PER/3250

On the recommendation of the Goa Services Board, the Governor of Goa is pleased to order the transfer and posting of the following Officers of Goa Civil Service, in public interest, with immediate effect:-

Sr. No.	Name and present posting of the Officer	Posted as
1	2	3
1.	Shri Kabir Shirgaonkar, Deputy Collector & SDO-II, Bardez	Deputy Director (Development), Directorate of Higher Education with additional charge of Administrator of Comunidade, North Zone.
2.	Shri Uday Prabhudesai, Deputy Collector & SDO-I, Salcete	Deputy Collector & SDO, Sanguem with additional charges of Chief Officer, Curchorem Cacora Municipal Council & Member Secretary, Ravindra Bhavan, Curchorem.
3.	Shri Ajay Gaude, Deputy Collector & SDO, Sanguem with additional charges of Chief Officer, Curchorem Cacora Municipal Council & Member Secretary Ravindra Bhavan, Curchorem	Deputy Collector & SDO-I, Salcete
4.	Shri Antonio Savio Lourenco, SLAO (PWD) with additional charge of Special Land Acquisition Officer, PWD-National Highway, Altinho	Under Secretary to the Minister for Science & Technology with effect from 01-01-2020.
5.	Shri Sudhir Kerkar, Deputy Collector & SDO-I, Bardez	SLAO (PWD) with additional charge of Special Land Acquisition Officer, PWD-National Highway, Altinho with effect from 01-01-2020.

1	2	3	1	2	3
6.	Shri Akshay Potekar, Deputy Director (Admn.), Tribal Welfare with additional charge of Assistant Commissioner of Commercial Taxes	Deputy Collector & SDO-I, Bardez.	14.	Shri Pritidas Upasso Gaonkar, Chief Officer, Cuncolim Municipal Council	Deputy Collector & SDO, Canacona with additional charge of Canacona Municipal Council.
7.	Shri Pundalik V. Khorjuekar, Deputy Director Deputy Collector & SDO-II, Salcete with additional charge of Administrator of Comunidade, South Zone	Deputy Director (Admn.), Tribal Welfare with additional charge of Deputy Registrar of Co-operative Societies (Tech.).	15.	Smt. Violet Gomes, Administrative Officer, Hospicio Hospital, Margao	Chief Officer, Cuncolim Municipal Council.
8.	Shri Deepesh Narayan Priolkar, Deputy Registrar of Co-operative Societies (Tech.) with additional charge of Deputy Director (Admn.), Directorate of Sports and Youth Affairs	Deputy Director, Directorate of Municipal Administration with additional charge of Deputy Director (Admn.), Directorate of Sports and Youth Affairs.	16.	Shri Vishal Kundaikar, Chief Officer, Ponda Municipal Council with additional charge of Deputy Registrar, Goa Engineering College, Farmagudi	Deputy Collector & Sub Divisional Officer-II, Salcete with additional charge of Administrator of Comunidade, South Zone.
9.	Smt. Roshell Aurita Fernandes, Deputy Commissioner, CCP with additional charge of Deputy Director, DFDA	Under Secretary, Revenue-II.	17.	Shri Kapil Chandrakant Phadte, Assistant Commissioner of Commercial Taxes with additional charge of Deputy Director (Admn.), DSLR	Deputy Director (Admn.), DSLR.
10.	Dr. Geeta Nagvenkar, Under Secretary, Revenue-II	Administrator of Comunidade, Central Zone with additional charge as OSD, RERA.	18.	Smt. Chandrawa Bhandari, Deputy Director (Admn.), O/o DGP	Deputy Director (Admn.), DFDA with additional charge of Deputy Director (Admn.), TCP.
11.	Shri Vikas Kamble, Deputy Collector & SDO, Canacona with additional charge of Chief Officer, Canacona Municipal Council	Deputy Resident Commissioner, Goa Sadan, New Delhi thereby repatriating Shri D. C. Gupta to his parent department.	19.	Shri Tushar Halarnkar, Deputy Director (Admn.), AH & VS with additional charge of Deputy Collector, North-1	Assistant Commissioner of Commercial Taxes.
12.	Shri Shrikant Mahalunkar, Administrator of Comunidade, North Zone	Deputy Director, Goa Police Department with additional charge of Deputy Director (Admn.), Directorate of Panchayats.	Smt. Snehal Prabhu, Deputy Collector (LA), South shall hold additional charge of Deputy Collector (DRO), South.		
13.	Smt. Neha Panvelkar, Deputy Director (Development), Directorate of Higher Education	Deputy Registrar, Goa Engineering College, Farmagudi with additional charge of Member Secretary, Rajiv Kala Mandir, Ponda.	Shri Aleixo Vaz, General Manager, Goa Industrial Development Corporation, shall hold the additional charge of Assistant Commissioner of Commercial Taxes.		
			Smt. Sandra D'Souza, Deputy Collector (LA), North shall hold the additional charge of Deputy Director (Admin.), AH & VS.		
			Smt. Asha Harmalkar, Deputy Collector (Revenue), North shall hold the additional charge of Deputy Collector, North-1.		
			Shri Kedar Naik, Deputy Collector & SDO, Ponda shall hold the additional charge of Chief Officer, Ponda Municipal Council.		
			Shri Sagar Babuli Gaude, Deputy Collector (DRO), North shall hold additional charge as OSD to Goa Investment Promotion and Facilitation Board.		

Shri Tipanna Maddimani, Deputy Collector (Revenue), South shall hold the additional charge of Administrative Officer, Hospicio Hospital, Margao.

Shri Sudhir Kerkar, on relieving from the post of Deputy Collector & SDO-I, Bardez shall report to Personnel Department and shall draw salary from the post Under Secretary, Handicrafts, Textile and Coir till 31-12-2019.

The officers posted against ex-cadre deputation posts shall be governed by standard terms of deputation as amended from time to time.

The officers at Sl. No. 10 and 17 shall draw salary against the posts of Deputy Director (Admn.), Directorate of Sports and Youth Affairs and Deputy Registrar of Co-operative Societies (Tech.) respectively.

The officers shall complete handing over and taking over process with immediate effect and submit compliance.

By order and in the name of the Governor of Goa.

Shashank V. Thakur, Under Secretary (Personnel-I).
Porvorim, 22nd November, 2019.

Department of Public Health

Memorandum

No. 10/4/94-I/PHD/2623

A tentative seniority list of the Officers in the grade of Junior Pathologist under the Directorate of Health Services was circulated vide Memorandum No. 10/4/94-I/PHD/2370 dated 22-10-2019.

Since no objections have been received, the final seniority list of the Officers is drawn in the grade of Junior Pathologist under the Directorate of Health Services, as under:-

Sr. No.	Name of the Doctor	Date of appointment order	Date of joining	Date of birth	Qualification
1	2	3	4	5	6
1.	Dr. Melanie Roselle Dias	07-06-2012	11-06-2012	14-06-1985	MBBS, MD (Pathology).
2.	Dr. Nelishka Evelyn Marina Gomes	22-05-2013	30-07-2013	11-09-1985	MBBS, MD (Pathology).
3.	Dr. Vinita Torquato	27-01-2016	01-02-2016	25-03-1986	MBBS, MD (Pathology).
4.	Dr. Ramaa Audhut Kamat	24-05-2016	14-06-2016	25-02-1988	MBBS, MD (Pathology).

Swati A. Dalvi, Under Secretary (Health-II).
Porvorim, 21st November, 2019.

Department of Public Works

Office of the Principal Chief Engineer

Notification

No. 24/7/PCE-PWD-EO/19-20/117

In pursuance of Clause 3 of Article 58 of the Articles of Association of the Sewerage & Infrastructural Development Corporation of Goa Limited, and in partial notification of the Government Notification No. 24/7/PCE/PWD/EO/2019-20/73 dated 06-08-2019, the Government of Goa hereby appoints Shri Antonio Fernandes, MLA of St. Cruz Assembly Constituency as the Vice-Chairman of the Board of Directors of Sewerage & Infrastructural Development Corporation of Goa Limited, with immediate effect.

By order and in the name of the Governor of Goa.

U. P. Parsekar, Principal Chief Engineer & ex officio Addl. Secretary (PWD).

Panaji, 22nd November, 2019.

Department of Sports and Youth Affairs

Directorate of Sports and Youth Affairs

—
Notification

DSYA/PS/Khelo-India/2019-20/2654

**State Level Executive Committee for
implementation of Khelo India National
Programme for Development of Sports**

A State Level Executive Committee consisting of following Members to approve the State Annual School Plans for creation of Sports infrastructure, reallocate resources from the State Budget within the overall mission guidelines, appoint State Level Technical consultant, give overall guidance and directions on implementation of the Scheme, nominate additional members/invitees and monitor the programme within the State approved by the Government is hereby constituted and published for the information of the public and it shall come into force from the date of publication in the Official Gazette.

State Level Executive Committee (SLEC)-Goa State:

- | | |
|--|---------------------|
| 1. Chief Secretary | — Chairperson. |
| 2. Secretary of Sports and Youth Affairs | — Vice-Chairperson. |
| 3. Director, Directorate of Sports and Youth Affairs | — Member. |
| 4. Regional Co-ordinator, SAI | — Member. |
| 5. State Technical Consultant, Incharge | — Member. |
| 6. Secretary, Goa Badminton Association | — Member. |

- | | |
|---|-----------|
| 7. Secretary, Goa Football Association | — Member. |
| 8. Two well known sports-persons | — Member. |
| 1. Shri Bruno Coutinho | |
| 2. Kum. Talasha Prabhu | |
| 9. Executive Director (The Sports Authority of Goa) | — Member. |

By order and in the name of the Governor of Goa.

Shashank Mani Tripathi, IAS, Director & ex officio Joint Secretary (Sports & Youth Affairs).

Panaji, 4th December, 2019.



Department of Transport

Directorate of Transport

—
Notification

No. D.Tpt/EST/1997/(PF)/2019/4081

In pursuance of Article 68 of the Articles of Association of the Kadamba Transport Corporation Limited, the Government is pleased to appoint Shri Deepak Naik, r/o Baina, Vasco-da-Gama, Goa as Vice-Chairman of Kadamba Transport Corporation Ltd. with immediate effect.

By order and in the name of the Governor of Goa.

Rajan Satardekar, Director & ex officio Joint Secretary (Transport).

Panaji, 2nd December, 2019.

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